

Hon. David G. Estudillo

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON AT TACOMA

HEATHER DOREEN BENDICKSON,
Plaintiff,

vs.

VROOM, INC., and ALLY FINANCIAL,
INC.,
Defendants.

) Case No.: 21-cv-05762-DGE

)

) [Removal from Pierce County Superior Court, case
) number 21-2-07283-8]

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) **DECLARATION OF PLAINTIFF**
) **HEATHER BENDICKSON IN**
) **OPPOSITION TO MOTION TO**
) **COMPEL ARBITRATION**

)

) **ORAL ARGUMENT REQUESTED**

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)

I, Heather Bendickson, declare:

1. I am the Plaintiff in the above-entitled case.
2. This declaration is made in support of my opposition to the motion to compel arbitration.
3. In the summer of 2019, I began looking at purchasing a new car. I started test driving cars at various car dealerships in Western Washington. After extensive research, and numerous test drives, I decided that a Kia Sportage best fit my lifestyle.

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TO COMPEL ARBITRATION

LAW OFFICES OF STEVEN C. HATHAWAY
3811 CONSOLIDATION AVENUE
BELLINGHAM, WA 98229
PHONE (360) 676-0529
FAX (360) 676-0067

- 1 4. On September 2, 2020, I decided on a 2019 Kia Sportage SX Turbo that was advertised
2 for sale at Vroom.com.
- 3 5. On September 5, 2020, Vroom's sales representative emailed me a DocuSign envelope
4 containing 64 pages of preprinted documents including a Vroom Retail Purchase
5 Agreement, Motor Vehicle Retail Installment Sales Contract, Buyers Guide identifying a
6 warranty, Vroom 3-Month 6,000-Mile Limited Warranty, Vroom Roadside Assistance
7 Limited Agreement, Vroom Guaranteed Asset Protection (GAP coverage), Vroom
8 Protect Tire & Wheel Protection Service Contract, Vroom Protect Vehicle Service
9 Protection Vehicle Service Contract, etc.
- 10 6. The documents were emailed to me without explanation of their meaning. I was required
11 to sign and return the documents within 24-hours and complete payment, or I would lose
12 the car.
- 13 7. The total purchase price for the 2019 Kia Sportage was \$32,135.27. After making an
14 \$8,000 down payment, the balance owing was \$24,135.27 which was financed at 11.68%
15 interest with monthly payments of \$470.12.
- 16 8. The vehicle purchase price included a Vroom 3-month/6,000-mile limited warranty, a
17 Vroom Roadside Assistance Agreement, a Vroom Guaranteed Asset Protection
18 Agreement, a Vroom Protect Tire & Wheel Protection Service Contract, and a Vroom
19 Protect Vehicle Service Protection Vehicle Service Contract.
- 20 9. I purchased this vehicle to have a reliable vehicle to meet my outdoor recreational needs
21 and travel to visit my elderly parents who have been experiencing health problems.
- 22 10. After I paid Vroom, I discovered it never had title to the Kia. I contacted Vroom many,
23 many times over the course of a year trying to get the title so I could register and drive
24 the car. I filed complaints with the Better Business Bureau, the Washington Attorney
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General, and the Texas Department of Motor Vehicles in my attempt to get Vroom to get the title so I could register and drive the car. Numerous complaints have been filed against Vroom with the BBB. The Texas DMV found Vroom violated Texas law by not transferring title to me. Still, Vroom has never provided me with title to the vehicle.

11. Because Vroom did not have title to the car, it could not be registered in my name. I have been unable to lawfully drive the vehicle without valid registration.

12. My car has a recall of the electrical circuit in the Hydraulic Electronic Control Unit that I'm not able to get fixed because I'm not the registered owner. There is risk of engine fire due to the recall. Vroom stated (in settlement letter dated 1/25/22) that since I am unable to drive the vehicle, I'm not at risk from the recall. To be clear, the only reason I am unable to legally drive the vehicle or fix the issue causing risk of engine fire is because Vroom has failed to provide valid title.

13. As a last resort, although I could not afford it, I had to hire an attorney and file a lawsuit against Vroom to enforce my rights. I called several attorneys in Pierce and King County trying to find someone to help me, but they were all too busy.

14. On July 22, 2021, I found Steve Hathaway who also looked for an attorney to help me. Finding none, he finally agreed to help if I could come up with \$1,000 to cover the initial costs.

15. I had a hard time paying the filing fees and retainer for this lawsuit but felt it was necessary since Vroom didn't notify me until 9 months after I purchased the vehicle that they did not have possession of the title and would not be able to get possession of the title. I work hard for my money and made a year's worth of car payments. Vroom refused to give me back any equity I had put into the car for a trade-in. In addition, the bank continued to accept my monthly payments without possession of the car title.

16. I continued to make the car payments through October 2021 until Ally removed my account from its website and quit accepting my payments. Ally has now reported me the credit reporting agencies as delinquent on the car payments.

17. The costs of arbitration would be very difficult for me to pay and would cause financial hardship. I bring home \$4,000 a month in income. After paying my bills (rent, insurance, car payment, utilities, etc.), I have under \$1,000 a month for food, gas and other living expenses.

18. Dealing with Vroom's misrepresentations and incompetence has caused me extreme stress and frustration. I bought this vehicle for its reliability, to travel, visit my parents, play in the mountains, and get to my day-to-day destinations. 15 months later (plus \$8,000 down and \$5,640 worth of payments), I still don't have the freedom of driving my car as intended when I made this purchase in September 2020.

19. On top of everything else, I have incurred an untold amount of attorney fees in attempts to obtain recourse from Vroom.

I have read the response in opposition to motion to compel arbitration and declare under penalty of perjury that all the factual statements contained therein are true and correct and I adopt those statements in addition to my statements herein as my testimony.

Dated: 02/18/2022

/s/ Heather Bendickson

Heather Bendickson, Plaintiff

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CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury that a true and correct copy of the foregoing Plaintiff's Declaration in Opposition to Motion to Compel Arbitration has been served on this date February 18, 2022, upon:

Lorber, Greenfield & Polito, LLP
Ofelia Granados, Counsel for Defendant Vroom, Inc.,
11811 NE 1st Street, Suite 300
Bellevue, WA 98005
Ofelia A. Granados OGranados@lorberlaw.com

Troutman Pepper Hamilton Sanders, LLP
Roman D. Hernandez, Counsel for Defendant Ally Financial, Inc.
100 SW Main Street, Suite 1000
Portland, OR 97204
Roman.hernandez@troutman.com

X by directly emailing a true copy thereof to his or her email address listed above.

By: **Steven C. Hathaway**
Steven C. Hathaway, WSBA # 24971
shathaway@expresslaw.com
3811 Consolidation Avenue
Bellingham, WA 98229
(360) 676-0529
Attorney for Plaintiff Heather Bendickson

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